OFFER SUBMISSION PACKAGE

SOLICITATION SP0600-01-R-0073 (BELGIUM CREDIT CARDS, 1.8B)

THE ENCLOSED SOLICITATION COVERS THE ORDERING PERIOD:

01 DECEMBER 2001 THROUGH 30 SEPTEMBER 2004

INSTRUCTIONS:

1. The original and one copy of the completed package must be retuned to:

ATTN: BID CUSTODIAN, ROOM 3815 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222

All documents to be completed and returned are contained in this Offer Submission Package:

- X Standard Form 1449, Solicitation/Contract/Order for Commercial Items
- \underline{X} All applicable fill-in clauses
- X Belgium Credit Cards Price Data Sheet, upon which you will submit your offer price.
- 2. Be sure to check your offers for accuracy and legibility prior to submission. They must be in Belgium Francs per Liter (e.g. 100.00). NOT price differentials. Offer one price per line item which will escalate/deescalate with the named posting. Initial all changes, sign and date the Standard Form 1449.
- 3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package.
- 4. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

			4 050	1. REQUISITION NUMBER PAGE 1 OF 19										
SOLCITATION/CONTRA	CT/ORDER FOR COMI LETE BLOCKS 12, 17, 23,	_	_		1. REQ	AGE 1 OF 19								
2. CONTRACT NUMBER	3. AWARD/EFFECTIVI		4. ORDER N	IUMBER	5. SOL	ICITATIO	N NUMBER	6. SOLICIT	ATION ISSUE DATE					
	DATE													
	SEE BLOCK 310	<u>C</u>				600-01-R		19 JUL 01 8. OFFER DUE DATE/LOCAL TIMI						
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		(502) 5/5 0	510		PHONE NU	IMBER							
INFORMATION CALL.	GLORIA EDMONDS GEORGE W. ATWO)D III	(703) 767-9 (703) 767-9		,	,	BLOCK 7A	17 AUG 01						
	GEORGE W. AT WOO	ווו ענ	(103) 101-9	309	FAX:		767-8506		M LOCAL TIME					
0.1001/50.01/	0005			1.0		TION 10	1 551	Fort Belvoir, VA, USA						
9. ISSUED BY	CODE		SC0600		. THIS ACQUISI UNRESTRICTE		VERY FOR FOE ATION UNLESS	12.DISCOUNT TERMS						
					SET ASIDE	. 20								
Defense Energy Supp	ort Center	L			SMALL BUSINE	% FOR	MARKEI)						
					SMALL DISADV		S [X] SEE	SCHEDULE						
8725 John J. Kingma	,						40a TU	IC CONTRACT I	S RATED ORDER UNDER					
Fort Belvoir, VA 220					8(A)			5 CFR 700)	5 RATED ORDER UNDER					
Buyer/Symbol: G. Ed	monds/DESC-PEA						,							
Georg	ge W. Atwood III/DES	C-PE	A	N/	AICS: 422720		13b. R/	ATING						
				SI	ZE STANDAR	D: 500/15	00 14. MET	HOD OF SOLICI	TATION					
Phone: (703) 767-9519		P.P. 1.	&R					FQ []IFB [x	l red					
15. DELIVER TO	CODE	1 .1 . 1.	3D	16	. ADMINISTERE	D BY		CODE	J 1011					
CEE COMEDIA E				C	EE BLOC	TZ ()								
SEE SCHEDULE				3.	EE BLOC	K 9								
17a. CONTRACTOR/OFFEROR BIDDER CODE			CODE	18	18a. PAYMENT WILL BE MADE BY CODE									
BIBBER GOBE		0/102												
				C.	EE CLAU	SE E30								
TELEPHONE NO.	FAX NO:			3.	EE CLAU	SE F SU	'							
☐17b. CHECK IF REMITTANC		JCH ADD	RESS IN OFFER	18	b. SUBMIT INVO	DICES TO A	ADDRESS SHOW	N IN BLOCK 18	a. UNLESS BLOCK					
	2.003.1.2.12.11.7.11.0.00				LOW IS CHECK	ED		☐ SEE	ADDENDUM					
19. ITEM NO.	2 SCHEDULE OF SU		SERVICES		21. QUANTITY	22. UNIT	23. UNIT PF	RICE	24. AMOUNT					
	00.112022 0. 00		22020		Q07.111111	0	911.111		7					
тит	E SCHEDULE IS S	ном	N ON TH	r										
				<u>.</u>										
Sr	1449 CONTINUA	HON	SHEET											
OF ACCOUNTING AND ADDRO	DDIATION DATA						00 TOTAL A	AVADD ANACHINI	F (F - 0 - 1 H - 0 - 1)					
25. ACCOUNTING AND APPRO	ACH DELIVERY ORD	FR (S	FF CLAUSE	C18)	26. TOTAL AWARD AMOUNT (For Govt. Use O									
■ 27a. SOLICITATION INCORF					ND 52 212-5 AF	DDENDA [x	l ARFIIARF N	OT ATTACHED						
	IES AND SOLICITATION CLA			(02.212 - 7.	14D 32.212 3. AL	DENDA <u>IX</u>	JAKE [JAKE K	OT ATTAONED.						
□27b. CONTRACT/PURCHASE	ORDER INCORPORATES BY	REFER	ENCE FAR 52.21	2-4. FAR 52	.212-5 IS ATTAC	HED. ADD	ENDA □ARE □	ARE NOT ATTA	CHED.					
■28. CONTRACTOR IS REQU							RACT: REFEREN		OFFER DATED					
ISSUING OFFICE. CONTRACT FORTH OR OTHERWISE IDEN									(5), INCLUDING ANY EIN, IS ACCEPTED AS TO					
THE TERMS AND CONDITIONS	S SPECIFIED HEREIN.				ITEMS:				<u> </u>					
30a. SIGNATURE OF OFFERO	R/CONTRACTOR			31a. UN	ITED STATES O	F AMERICA	A (Signature of Co	ontracting Officer)					
30b. NAME AND TITLE OF SIGN	NER (Type or Print)	30c. E	DATE SIGNED	31b. NA	ME OF CONTRA	CTING OF	FICER (Type or F	<i>Print)</i> 31	c. DATE SIGNED					
32a. QUANTITY IN COLUMN 2	I HAS BEEN			33. SHIP	NUMBER	34. VO	UCHER NUMBER		MOUNT VERIFIED					
□RECEIVED □INSPECTED								CORF	RECT FOR					
	CONTRACT, EXCEPT A	SNOTE	D	Правт	IAL DEINIAL	_								
					□PARTIAL □FINAL 37. CHECK NUMBER									
32b. SIGNATURE OF AUTHORI	ZED GOVT. REPRESENTATIV	Æ	32c. DATE		LETE PART	IAL DFI	NAL							
					ACCOUNT NO.		. S/R VOUCHER	NO. 40. PA	AID BY					
				42a. RE	42a. RECEIVED BY (<i>Print</i>)									
41a. I CERTIFY THIS ACCOUN		FOR PA												
41b. SIGNATURE AND TITLE O	F CERTIFYING OFFICER		41c. DATE	42b. RE	42b. RECEIVED AT (Location)									
				42c. DA	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL									
			Ī	1	CONTAINERS									
								ı						

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 Prescribed by GSAFAR (48 CPR) 53.212

B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

- (a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.
- (b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.
- (c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as <u>Less than 3 year</u> requirements.

<u>ITEMS</u> <u>AND METHOD OF DELIVERY</u> <u>ESTIMATED 3-YEAR QUANTITY</u>

20 GASOLINE, AUTOMOTIVE, PREMIUM, LEADED (MGP) 159,544 LITERS

NSN: 9130-00-264-4538

ASTM D4814-91

SPECIFICATION: CLAUSE C1

BELGIUM SPEC. NBN T-52-705, GELODE SUPER BENZINE (97.5 MIN RON)

27 GASOLINE, AUTOMOTIVE, PREMIUM, UNLEADED (MUP) 214,085 LITERS

NSN: 9130-00-148-7104

ASTM D4814-91

SPECIFICATION: CLAUSE C1

BELGIUM SPEC. NBN T-52-705, GELODE SUPER BENZINE (98 MIN RON)

OR COMMERCIAL EQUIVALENT

34 FUEL OIL DIESEL #2 HIGH SULFUR (DF2), VV-F-800D 245,085 LITERS

& AMD2

NSN: 9140-00-286-5294 SPECIFICATION: CLAUSE C1

BELGIUM SPEC. NBN T-52-713, WITH COMBINED WATER AND SEDIMENT

REQUIREMENT OF 0.01 VOL % MAX. OR COMMERCIAL EQUIVALENT

B1.05 (CONT'D)

SPECIAL NOTES

- A. ONLY OFFERS AGAINST THE TOTAL QUANTITIES LISTED ABOVE WILL BE CONSIDERED. AWARD WILL BE MADE ON AN **ALL OR NONE** BASIS.
- B. TO THE MAXIUM EXTENT POSSIBLE, STATIONS SHOULD BE OPERATIONAL 24 HOURS PER DAY, 7 DAYS A WEEK.
- C. A MAXIMUM LIMITATION OF 30,000 BELGIUM FRANCS OR EURO EQUIVALENT PER WEEK PER CARD AND 10,000 BELGIAN FRANCS OR EURO EQUIVALENT PER TRANSACTION SHOULD BE ESTABLISHED.
- D. 800 SELF TANK CARDS ARE REQUIRED TO OPERATE.
- E. STATIONS MUST BE LOCATED IN MAJOR TOWNS AND ON HIGHWAYS MOST FREQUENTLY USED BY MILITARY VEHICLES TO MINIMIZE COST AND TRAVEL TIME.

MAJOR HIGHWAYS ON WHICH SUPPLIES MUST HAVE STATIONS

- 1. ROUTE E19 MONS TO FRANCE
 MONS TO HOLLAND VIA BRUSSELS, ANTWERPEN
- 2. ROUTE E40 MONS, BRUSSELS TO OOSTENDE VIA AALST
- 3. ROUTE A17 MONS TO OOSTENDE VIA TOURNAI
- 4. ROUTE E25 MONS THRU LIEGE TO HOLLAND

 MONS THRU LIEGE TO LUXEMBOURG

 MONS THRU LIEGE TO GERMANY
- 5. ROUTE E411 BRUSSELS TO LUXEMBOURG VIA ARLON
- 6. ROUTE E42 MONS TO BERMANY VIA NAMUR, LIEGE
- 7. ROUTE E34 MONS VIA ANTWERPEN TO HOLLAND
- 8. ROUTE E314 BRUSSELS VIA MAASMECHELEN TO HOLLAND AND OR GERMANY

MAJOR TOWNS IN WHICH SUPPLIER MUST HAVE STATIONS

BRUSSELS
 MONS
 BASTOGNE
 LIEGE
 FLORENNES
 CHARLEROI
 NAMUR
 ANTWERPEN
 BERTRIX

F. THERE ARE NO FULLY ACCAPTABLE ALTERNATE ROUTES AND TRAVELING ANY DISTANCE FROM PRIMARY ROUTE IS UNDERSIRABLE. DEVIATIONS FROM PRIMARY ROUTES RESULT IN VEHICLE

DRIVERS BECOMING LOST AND CONFUSED AND VEGHICLES RUNNING OUT OF FUEL. ACCEPTING ALTERNATIVE ROUTES WOULD INCREASE OPERATING COST.

G. AUTHORIZED INDIVIDUALS ARE:

- 1. ALL U.S. MILITARY AND CIVILIAN PERSONNEL OR LOCAL NATIONAL EMPLOYEES OR THE U.S. GOVERNMENT WHO OPERATE OFFICIAL U.S. GOVERNMENT OR MILITARY VEHICLES AND POSSES VALID CARDS AND OFFICIAL DISPATCH ORDERS FOR OPERATION OF SAID VEHICLES AT TIME OF DELIVERY.
- 2. OFFICIAL MILITARY VEHICLES OF OTHER NATO NATIONS IN ACCORDANCE WITH PROVISIONS OF FORCES AGREEMENTS.
- H. NUMBER OF CARDS REQUIRED: NOT TO EXCEED 800 CARDS (SELF TANK CARDS)
- I. ONLY OFFERS WITH A CREDIT CARD SYSTEM ARE ACCEPTABLE. APPROXIMATELY 2,500 CREDIT CARDS ARE REQUIRED TO OPERATE THIS PROGRAM. CARDS WILL HE ISSUED TO APPROXIMATELY 60 SEPARATE ORGANIZATIONS IN BELGIUM, GERMANY, THE NETHERLANDS AND ENGLAND. THE CONTRACTOR WILL OPERATE A CREDIT CARD PURCHASING SYSTEM WITH THE FEATURES GIVEN BELOW:
 - 1. FREE ISSUANCE OF APPROXIMATELY 2,500 CREDIT CARDS TO THE DESIGNATED PROPERTY ADMINISTRATOR. THERE SHALL BE NO SERVICE CHARGE AND NO CHARGE FOR REPLACEMENT OF LOST OR STOLEN CARDS.
 - 2. FULLY AUTOMATIC OPERATION OF SYSTEM.
 - 3. INFORMATION WILL BE COLLECTED BY A CENTRLIZED COMPUTER OFFICE AND INVOICES WILL BE ISSUED MONTHLY TO THE DESIGNATED PROPERTY ADMINISTRATION OFFICE.
 - 4. THE DRIVER MUST INSERT A PERSONAL IDENTIFICATION NUMBER (PIN), TO ACTIVATE THE PUMP. THIS IS A SPECIAL FEATURE TO PREVENT FRAUD IF THE CARD IS STOLEN.
 - 5. FOR EACH TRANSACTION THE FOLLOWING INFORMATION WILL BE RECORDED:

a. CARD NUMBER e. TOTAL NUMBER OF LITERS PURCHASED

b. CARD IDENTIFICATION f. PRODUCT TYPE

c. TIME AND DATE g. VEHICLE LICENSE NUMBER

d. LOCATION

THE RECORDED INFORMATION FOR A SPECIFIC TRANSACTION CAN BE REQUESTED FROM THE CONTRACTOR'S MAGNETIC TAPE.

- 6. NUMBER OF AUTOMATED AND/OR STANDARD SERVICE STATIONS, THEIR LOCATIONS AND THE FUELS AVAILABLE AT EACH LOCATION.
- 7. INVOICING PROCEDURES CURRENTLY PRACTICED BY COMPANY.
- 8. SECURITY CONTROLS WITHIN THE SYSTEM.

- J. SUPPLIES TO BE FURNISGED UNDER THIS CONTRACT SHALL BE ORDERED WHEN AUTHORIZED INDIVIDUALS/ORDERING OFFICERS PRESENT VALID CREDIT CARDS FOR PURCHASE OF FUEL AT THE CONTRACTOR'S SERVICE STATIONS.
- K. THE PROPERTY ADMINISTRATOR IS RESPONSIBLE FOR PERFORMING THE FUNCTIONS OF THE CONTRACTING OFFICER'S REPRESENTATIVE. SEE <u>CLAUSE G2.02</u> FOR CONTACT POINT AND TELEPHONE NUMBER.
- L. <u>EVALUATION</u>: OFFERS WILL BE EVALUATED ON (A) OFFER PRICE AND (B) THE LOCATION AND PROXIMITY OF THE SERVICE STATIONS ALONG THE ROUGHTS AND WITHIN THE CITIES/TOWNS IN BELGIUM, GERMANY AS IDENTIFIED IN PARAGRAPH (E) ABOVE.
 - 1. **OFFER PRICE EVALUATION**: OFFER PRICE SHOULD BE IN BELGIUM FRANCS AND SHOULD BE EXCLUSIVE OF VAT AND EXCISE DUTIES, FOR EXAMPLE:

FEBRUARY 1, 2000 OFFICIAL GOVERNMENT PUMP PRICE	XX.XX
LESS VAT	- XXXX
LESS EXCISE DUTY	-XXXX
LESS REBATE OFFERED TO DESC	-XXXX
PRICE OFFERED TO DESC	XX.XX

THE LOWEST TOTAL REBATE OFFER TO DESC WILL RECEIVE A FULL 50 PERCENT. OFFER SHOULD INCLUDE *TAXES (REFERENCE CLAUSE K86 FOREIGN TAXES)

2. LOCATION EVALUATION: THERE IS A MAXIUM OF 23 POINT, WHICH IS EQUAL TO 50 PERCENT OF THE OVERALL EVALUATION. STATIONS LOCATED DIRECTLY ON A ROUTE/HIGHWAY, OR WITHIN THE MUNICIPAL LIMITS OF THE TOWNS/CITIES SPECIFIED ABOVE IN PARAGRAPH (E), WILL BE GIVEN ONE (1) FULL POINT. A STATION "LOCATED DIRECTLY" IS HEREBY DEFINED AS A STATION BEING ON THE SPECIFIED HIGHWAY OR NO MORE THAN ON (1) KILOMETER FROM THAT ROUTE. FOR STATIONS LOCATED MORE THAN ONE (1) KILOMETER OFF THE HIGHWAY, BUT NO FURTHER THAN (5) KILOMETERS AWAY, PARTIAL CREDIT WILL BE APPLIED PER THE FOLLOWING.

FROM	TO	
1 KM.	2 KM. MAX.	0.85
2 KM.	3 KM. MAX.	0.65
3 KM.	4 KM. MAX.	0.40
4 KM.	5 KM. MAX.	0.10

THE OFFEROR WILL GET NO CREDIT FOR STATIONS LOCATED BEYOND 5 KM. IN ORDER TO BE EVALUATED FOR AWARD, OFFERORS <u>MUST</u> INDICATE THE LOCATION OF STATIONS IN CITIES IDENTIFIED IN PARAGRAPH (E) ABOVE AND OF STATIONS LOCATED ON OR NEAR THE ROUTES IDENTIFIED IN PARAGRAPH (E) ABOVE. DISTANCES MUST BE PROVIDED.

AFTER EVALUATING THE NUMBER ANS LOCALE OF STATIONS, THE CONTRACTING OFFICER SHALL EXERCISE DISCRETION IN DETERMINING WHETHER OR NOT TO MAKE AN AWARD COMBINING OFFERED PRICES AND TOTAL STATION CREDIT POINTS.



BELGIUM CREDIT CARDS PRICE DATA SHEET

CLOSING DATE: AUG 17, 2001

RFP: SP0600-01-R-0073

LINE	PRODUCT	3 YR. EST.	OFFER PRICE
ITEM		QTY.	(BF/L)
20	GASOLINE, PREMIUM LEADED	159,544 LITERS	
27	GASOLINE, PREMIUM UNLEADED	217,085 LITERS	
34	DIESEL FUEL	245,085 LITERS	

B19.02-2 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (BELGIUM) (DESC JUL 1999)

- (a) **WARRANTIES**. The Contractor warrants that--
- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.
 - (b) **DEFINITIONS.** As used throughout this clause, the term--
- (1) **Award price** means the unit price set forth opposite the item in the Schedule. The award price consists of the market price (the official posted Belgium Government product price (see (2) below) less applicable taxes and duties (as specified in the TAX RELIEF clause), and the firm rebate.
- (2) **Market price** for all products means the current applicable official Belgium Government price as published in "Officieel tarief van de aardolieprodukten."
- (3) **Date of delivery** means the date and time of product delivery completion via the method of delivery specified in the Schedule.

(c) ADJUSTMENTS.

- (1) **NOTIFICATION**. The Contractor shall notify the Defense Energy Support Center by facsimile or letter within five calendar days of any official price change issued by the Belgium Government in the "Official tarief van de aardolieprodukten." The notification shall be accompanied by a copy of the document showing the new market price.
- (2) Subject to the provisions of this clause, the prices payable hereunder shall be the market price incorporated into the contract less applicable taxes and duties, and the firm rebate.
- (3) The Contracting Officer shall, pursuant to the provisions of this clause, issue a contract notification to incorporate the new market price, effective on the publication date of such market price.
- (4) Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC**.
- (5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT**. The Contractor agrees that the total increase in any contract unit price shall not exceed <u>60</u> percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:
- (i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for the item(s), the Contractor shall promptly notify the Contracting Officer in writing of the estimated effective date and the amount of the expected increase. The notification shall include a revised ceiling sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.
- (ii) If an actual increase in the market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract will not be modified, the Contracting Officer shall promptly notify the Contractor in writing that the ceiling will not be raised.

(6) **REVISION OF MARKET PRICE INDICATOR.** In the event--

- (i) Any applicable market price is discontinued or its method of derivation is altered substantially; or
- (ii) The Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(d) **FAILURE TO DELIVER**. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the

Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

- (e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.
- (f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(DESC 52.216-9FX5)

\Longrightarrow	F29.01	CONTRACTOR ORDERING AGENTS (DESC FEB 1995)
$\neg \neg$	1 47.01	CONTRICTOR ORDERING NOEMID (DESCRED 1993)

Orders placed hereunder shall be directed to the prime Contractor at the address indicated on the cover page unless another address is indicated below.

(NOTE: Offeror to complete when submitting proposal.)

(DESC 52.216-9F85)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contract							or)	: <u>L</u>																								
															(D	0	NO	Τŀ	EXC	CE	ED	25	Cl	ΗА	RA	C	ΓEI	RS)				
(b)	C	he	ck]	Rei	mit	tan	ce.	Ad	dre	ss:																						
` ′																																
	ı	Ι	ı	ı	ı	ı	ı	1	ı	ı	ı	ı	Ι	ı	ı	ı	ı	ı			ı	ı	ı	ı	ı	ı		ı	ı	ı	ı	

(DO NOT EXCEED 30 CHARACTERS PER LINE)

			(c)	N	arı	rati	ive	lr.	ıfo	rm	ati	on	(s	pe	cia	l iı	ıstı	ruc	tic	ns).																			
J								ı	L					1		L							ı																		
J		l						l							l								I														ı				
	ı		1	1	1				1	ı	1				1	1	ı	1	1			1	ı	1	ı	1	1				1	ı	1		ı	ı	ı	ı	ı	-	
-	-	ı	ı	1	1		1	ı	1	ı	1			ı	ı	1	1	-			l	1	1	1	1	1	1		ı	1	1	1	1		l	1	1	1	ı		
																																								-	

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I) (APR 2001/OCT 2000)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.
 - (2) Forced or indentured child labor means all work or service—
- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.
 - (3) Service-disabled veteran-owned small business concern—
 - (i) Means a small business concern—
- (A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (B) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (ii) Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- (4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
 - (5) Veteran-owned small business concern means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (ii) The management and daily business operations of which are controlled by one or more veterans.
- (6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
 - (7) Women-owned small business concern means a small business concern-
- (i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the
offeror is required to provide this information to a central contractor registration database to be eligible for
award.)
(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 2 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS). (2) The TIN may be used by the Government to collect and report on any delinquent amounts arisi out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS reco
to verify the accuracy of the offeror's TIN.
(3) TAXPAYER IDENTIFICATION NUMBER (TIN).
[] TIN:
[] TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or
place of business or a fiscal paying agent in the U.S.
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of a Federal, state, or local government;
Other. State basis.
(4) TYPE OF ORGANIZATION.
[] Sole proprietorship;
[] Partnership;
[] Corporate entity (not tax-exempt);
[] Corporate entity (tax-exempt);
[] Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
[] Other:
(5) COMMON PARENT.
[] Offeror is not owned or controlled by a common parent.
[] Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply. (1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it-
[] is
[] is not
a small business concern.

(ii) Whose management and daily business operations are controlled by one or more women.

	[] is
	[] is not
	a veteran-owned small business concern.
	(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete r represented itself as a veteran-owned small business concern in paragraph (c)(2) of this offeror represents as part of its offer that it—
	[] is [] is not
	a service-disabled veteran-owned small business concern.
_	(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror f as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for purposes, that it—
	[] is [] is not
	a small disadvantaged business concern as defined in 13 CFR 124.1002.
represented itsel	(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror f as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it-
	[] is [] is not
	a women-owned small business concern.
simplified acquis	NOTE: Complete paragraphs $(c)(6)$ and $(c)(7)$ only if this solicitation is expected to exceed the sition threshold.
	(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS complete only if the offeror is a women-owned business concern and did not represent itself as a oncern in paragraph (c)(1) of this provision.) The offeror represents that it -
	[] is
	a women-owned business concern.
	(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation iness offerors may identify the labor surplus areas in which costs to be incurred on account of production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract
	(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS

(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror

represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part

of its offer that it-

DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE

SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

1	,
(i) (Complete only for solicitations indicated in a emerging small businesses in one of the four designated industry group its offer that it	
[] is [] is not	
an emerging small business.	
(ii) (Complete only for solicitations indicated in a targeted industry categories (TICs) or four designated industry group. (A) The offeror's number of employees for the properties of the pro	s (DIGs)). The offeror represents as follows: past 12 months (check the Employees column employees); or for the last 3 fiscal years (check the Average
(Check one of the following:)	
NUMBER of EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
[] 50 or fewer [] 51 - 100 [] 101 - 250 [] 251 - 500 [] 501 - 750 [] 751 - 1,000 [] Over 1,000	[] \$1 million or less [] \$1,000,001 - \$2 million [] \$2,000,001 - \$3.5 million [] \$3,500,001 - \$5 million [] \$5,000,001 - \$10 million [] \$10,000,001 - \$17 million [] Over \$17 million
(9) (Complete only if the solicitation contains the cla PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTA 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATIO STATUS AND REPORTING, and the offeror desires a benefit based of (i) GENERAL. The offeror represents that either (A) It [] is	AGED BUSINESS CONCERNS, or FAR ON PROGRAM - DISADVANTAGED on its disadvantaged status.)
certified by the Small Business Administration as is listed, on the date of this representation, on the register of small disadvant Small Business Administration, and that no material change in disadvantage its certification, and, where the concern is owned by one or more individual worth of each individual upon whom the certification is based does not excapplicable exclusions set forth at 13 CFR 124.104(c)(2); or (B) It	ntaged business concerns maintained by the ged ownership and control has occurred since als claiming disadvantaged status, the net
[] has [] has not	

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: (10) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls: Black American []] Hispanic American [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians). Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal). [] Individual/concern, other than one of the preceding. (d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF **EXECUTIVE ORDER 11246.** (1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--(i) It--[] has [] has not participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and (ii) It--

[] has [] has not filed all required compliance reports.

(2) AFFIRM (i) It	MATIVE ACTION	COMPLIANCE. The offeror represents	that
	has developed and has not developed an	as on file ad does not have on file	
at each es Secretary of Labor (41 CFR Sul		ntive action programs required by rules and	regulations of the
(ii) It			
[] requirement of the rules and reg		ad contracts subject to the written affirmate tary of Labor.	ive action programs
TRANSACTIONS (31 U.S.C. of its offer, the offeror certifies or will be paid to any person for of Congress, an officer or employ connection with the award of ar (f) BUY AMER CERTIFICATE. (Applies on by reference in this solicitation (1) The offer (i) Each product (as defined in the BUY solicitation); and (ii) Compression (2) The offer (2) The offer (2) The offer (2) The offer (3) and (4) The offer (4) The offer (5) The offer (5) The offer (6) The offer (7) The	1352). (Applies onless to the best of its known influencing or attention of the contract of the contract. RICAN ACT - TRAINING DEFARS clause of the contract	DE AGREEMENTS - BALANCE OF P 252.225-7007, TRADE AGREEMENTS the end products listed in subparagraph (2) AND BALANCE OF PAYMENTS PROG origin are considered to have been mined, ng country. I certify all end products that are not dome the following supplies qualify as "U.Smace	ated funds have been paid of any agency, a Member his or her behalf in AYMENTS PROGRAM ACT, is incorporated below, is a domestic end RAM clause of this produced, or stic end products.
(Inc.	ert line item no.)		
		he following supplies are qualifying count	ry end products:
(Inse	ert line item no.)		(Insert country of origin)
(iii) The c produ		he following supplies are qualify as design	ated country end
(Inse	ert line item no.)		(Insert country of origin)
(iv) The o		he following supplies qualify as Caribbear	Basin country end
(Inse	ert line item no.)		(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end produc		the following supplies qualify as NAFTA country end products:
	(Insert line item no.)	(Insert country of origin)
(vi)	The offeror certifies that products:	t the following supplies are other non-designated country end
	(Insert line item no.)	(Insert country of origin)
	(1	LIST AS NECESSARY)
		giving preference to U.Smade end products, qualifying country end country end products, and Caribbean Basin country end products
IMPLEMENTATION A DFARS clause 252.225-7	ACT - BALANCE OF PA 7036, NORTH AMERIC	RTH AMERICAN FREE TRADE AGREEMENT (NAFTA) AYMENTS PROGRAM CERTIFICATE. (Applies only if AN FREE TRADE AGREEMENT (NAFTA) ted by reference in this solicitation.)
• •	e offeror certifies that	
* * * * * * * * * * * * * * * * * * * *	• •	the end products listed in subparagraph (2) below, is a domestic end
-	BUY AMERICAN ACT	AND BALANCE OF PAYMENTS PROGRAM clause of this
solicitation); and		
		origin are considered to have been mined, produced, or
manufactured outside the		
		d certify all end products that are not domestic end products.
not meet the definition of		the following supplies qualify as "U.Smade end products," but do ".
not meet the definition of	domestic end products	•
	(Insert line item number)	
(ii) products:	The offeror certifies that	the following supplies are qualifying country (except Canada) end
	(Insert line item number)	(Insert country of origin)
(iii)	The offeror certifies that	the following supplies qualify as NAFTA country end products:
	(Insert line item number)	(Insert country of origin)
(iv)	The offeror certifies that	the following supplies are other non-NAFTA country end products:
	(Insert line item number)	(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.Smade end products, qualifying country end
products, or NAFTA country end products over other end products.

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR ified

AWARD (EXECUTIVE ORDER 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.)				
The of	feror certifies, to the best of its knowl	edge and belief, that		
(1) Th	e offeror and/or any of its principals			
=] are] are not			
contracts by any Federal (2) [debarment, or declared ineligible for the award of		
against them for: commis performing a Federal, Sta relating to the submission of records, making false s (3) [ssion of fraud or a criminal offense in te, or local government contract or su of offers; or commission of embezzle statements, tax evasion, or receiving st	er, been convicted of or had a civil judgment rendered connection with obtaining, attempting to obtain, or becontract; violation of Federal or State antitrust statutes ement, theft, forgery, bribery, falsification or destruction tolen property; and		
presen commission of any of the	-	ly or civilly charged by a government entity with,		
PRODUCTS (EXECUT products being acquired Certification as to Force	IVE ORDER 13126). [The Contrac	VLEDGE OF CHILD LABOR FOR LISTED END eting Officer must list in paragraph (i)(1) any end uded in the List of Products Requiring Contractor as excluded at 22.1503(b).]		
	(Insert end product)	(Insert country of origin)		
	(Insert end product)	(Insert country of origin)		
	(Insert end product)	(Insert country of origin)		
	(Insert end product)	(Insert country of origin)		

(Insert country of origin)

(Insert end product)

(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]				
(i) [] The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.				
(ii) [] The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that is not aware of any such use of child labor.				
(FAR 52.212-3/Alt I)				
K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)				
(a) DEFINITIONS. As used in this clause				
(1) Foreign person means any person other than a United States person as defined in Section 16(2)				
of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).				
(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and				
means any United States resident or national (other than an individual resident outside the United States and employed				
· · · · · · · · · · · · · · · · · · ·				
by other than a United States person), any domestic concern (including any permanent domestic establishment of any				
foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any				
domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.				
(b) CERTIFICATION. By submitting this offer, the offeror, if a foreign person, company, or entity,				
certifies that it				
(1) Does not comply with the Secondary Arab Boycott of Israel; and				
(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of				
Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.				
(c) REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA. (This representation				
does not apply to solicitations for the direct purchase of ocean transportation services.)				
(1) The offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision				
whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the				
TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.				
(2) Representation. The offeror represents that it—				
[] does anticipate that supplies will be transported by sea in the performance of any contract or				
subcontract resulting from this solicitation.				
[] does not anticipate that supplies will be transported by sea in the performance of any				
contract or subcontract resulting from this solicitation.				
(3) Any contract resulting from this solicitation will include the TRANSPORTATION OF				
SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will				
also include the Defense Federal Acquisition Regulation Supplement clause at 52.247-7034, NOTIFICATION OF				

(DFARS 252.212-7000)

TRANSPORTATION OF SUPPLIES BY SEA.

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K45.04 FACSIMILE INVOICING (DESC JUL 1998)

- (a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.
- (b) Offeror shall indicate whether or not invoices will be submitted via FAX:

[] YES [] NO

- (c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.
- (d) RETURN OF INVOICES BY THE PAYING OFFICE.
 - (1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.
 - (2) The offeror's/Contractor's FAX number for returning improper invoices is

(DESC 52.232-9F10)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY

(MAR 1998)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
 - (3) Significant interest, as used in this provision means--
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real

estate, or other tangible assets of the firm; or

- (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

____> K8

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

NAME OF TAX AMOUNT

(b) Foreign taxes invoiced separately are as follows:

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX AMOUNT

(DESC 52.229-9F10)